THE HON'BLE Ms. JUSTICE G. ROHINI

WRIT PETITION No.16049 OF 2006

ORAL ORDER:

Heard the learned counsel for both the parties.

This Writ Petition is filed aggrieved by the alleged action of the respondents in not paying the final bill amount of Rs.4,70,328/-, due to the petitioner, including security deposit, pertaining to the execution of the contract works as arbitrary and illegal.

The petitioner was awarded the contract for the works of laying, joining, testing and commissioning of 6 quad communication cable in Kakinada Town - Kotipalli Section in Vijayawada Division, by the respondents under the agreement dated 25.2.2004. However, the contract was terminated on 23.10.2004 under Clause 62 of the General Conditions of Contract, alleging that the petitioner failed to carry out the work. The petitioner did not challenge the said termination, but filed this writ petition alleging that the final bill for 65% of the work executed by him has not been settled by the respondent. It is alleged that the respondents had also failed to return the security deposit of Rs.1,61,650/- Hence, this writ petition.

On the face of it, the dispute relates to a money claim arising out of a concluded contract voluntarily entered into between the parties. All the rights and liabilities of the parties are regulated by the terms and conditions of the agreement itself and the obligations arising out of such contract cannot be dealt with under Article 226 of the Constitution of India.

Accordingly, granting leave and liberty to the petitioner to work out the appropriate remedy available under law, the writ petition is dismissed. No costs.

(G. ROHINI, J.)

3rd August, 2006.

Kgr

THE HON'BLE Ms. JUSTICE G. ROHINI

WRIT PETITION No.16049 OF 2006

3rd August, 2006.

Between:

V. Ramana Reddy. .. Petitioner.

And

The General Manager,
South Central Railway,
Rail Nilayam, Secunderabad
and two others. .. Respondents.